

Inter-Organization

DELPHI CONFIDENTIAL

Date: October 13, 2000

Subject: Administrative Guidelines –2001 Delphi Automotive Systems Salaried Retirement Incentive Program and Career Transition Program for U.S. Salaried Employees

To: U.S. Personnel Directors - Delphi Automotive Systems

The following guidelines, attachments, and exhibits describe the provisions of and administrative matters related to implementation of the Delphi Automotive Systems Salaried Retirement Incentive Program ("SRIP") and Career Transition Program ("CTP").

Candidates are to receive the appropriate "Information For Candidates" document as described herein. Candidates also are to receive the corresponding "Agreement" form(s). Discussion with approved candidates will take place during October, November and December 2000, however candidates **should not sign the "Agreement" form and return it to the local HR representative prior to January 2001.**

These attrition tools described in this document were requested by the divisions to assist in addressing their structural costs reduction goals and it is not expected that these programs will become a periodic or ongoing practice for Delphi Automotive Systems.

SRIP/CTP questions should be directed to the Delphi Employee Relations Activity or Employee Benefits Activity,. as appropriate. Any inquiry from the news media should be directed to Delphi Public Affairs.

Skip Wagner, Director
Salaried Personnel

Attachments

Delphi Automotive Systems, 5725 Delphi Drive, Troy, Michigan 48098

DPH-OTM-0000183

2001 Delphi Salaried Retirement Incentive Program and
Career Transition Program
for Salaried Employees

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2001 Delphi Salaried Retirement Incentive Program and Career Transition Program

Intended Applicability

The 2001 Salaried Retirement Incentive Program ("SRIP") and Career Transition Program ("CTP") is effective February 1, 2001. They are intended to be management tools for use by U.S. Delphi units to encourage retirement or mutually agreeable separation of employees who are deemed redundant and/or whose skills, abilities and/or positions do not meet Delphi's needs in the future. While it is management's responsibility to identify and select candidates, participation in either program is voluntary. Candidates cannot be forced to participate. The SRIP and CTP are designed primarily for classified salaried employees. However, the SRIP and CTP separation incentive may be offered on a very limited basis to selected executive employees who are not eligible for the Executive Retirement Incentive Program ("ERIP").

Eligibility Provisions

- For the SRIP:
 - Candidates must have at least 10 years of credited service by February 1, 2001.
 - Candidates must be at least age 55 by December 31, 2001 and less than age 62 at retirement.
 - Candidates must be on an approved list, which passes tax law non-discrimination testing (see below).
- For the CTP:
 - Candidates must have accrued at least 1-year length of service prior to the commencement of CTP leaves of absence.
 - Candidates must be on an approved list. The listing of those candidates to be provided Pension Protection must pass tax law non-discrimination testing (see below).

SRIP and CTP General Program Provisions

- **SRIP Candidates who meet the eligibility provisions for both the SRIP and CTP are to be given the option to participate in either one, but not both, of the offerings. No person may appear on the candidate list of both the SRIP and CTP being offered at the same time. A SRIP eligible candidate who elects to participate in a CTP must sign a form so indicating. (Exhibit 7).**

- In each case, participation in the SRIP or CTP **must** be agreeable to the candidate.
- **Candidates for a SRIP or CTP Pension Protection are not to be made formal offers to participate until the required candidate lists have passed the necessary tax law non-discrimination testing (see below) and have received management approval.** Management approval of candidate lists for CTP without Pension Protection also is required. Management approval authority for all candidate lists expressly has been delegated to the Chairperson of the Employee Benefit Plans Committee. The Corporate Employee Relations Activity will communicate such approval at the earliest possible date.

NOTE: Tax law non-discrimination testing must be performed separately for both the SRIP (all candidates) and the CTP (Pension Protection eligible candidates only). An employee is a HCE (highly compensated employee) if total compensation (including pre-tax S-SPP contributions and flex deferrals) exceeded \$80,000 for 1999. For preparation of candidate lists, each unit should assure that not more than 25% of the employees identified had compensation in excess of \$80,000 for calendar year 1999. Since 2000 total compensation will not be available, the Tax Staff will conduct testing and approve candidate lists based on 2000 projections.

- Candidates **must** be given the appropriate "Information for Candidates - SRIP" (**EXHIBIT 1**) or "Information for Candidates - CTP" (**EXHIBIT 2**). This information must be given to the candidates at the start of the 45-day period for consideration of the offer.
- To be eligible, each participant **must** execute the prescribed "2001 Delphi Salaried Retirement Incentive Program Agreement" form (**EXHIBIT 3**) or "2001 Delphi Career Transition Program Agreement" form (**EXHIBIT 4**), which appear under the heading "Agreement Forms". In addition, candidates who become disabled prior to their effective date of retirement or CTP leave must execute the "Addendum To Change 2001 Delphi Salaried Retirement Incentive Program Agreement" (**EXHIBIT 5**) or the "Addendum to Change 2001 Delphi Career Transition Program Agreement" (**EXHIBIT 6**).
- All candidates **must** be given listings of the job titles and ages of other candidates and non-candidates for the SRIP or the CTP as appropriate. The lists must be given to each candidate along with the Information for Candidates (Exhibit 2 or 3) and the Agreement (3 or 4) at the commencement of the 45 day period for consideration of the offer. Copies of the lists will be distributed to the HR Directors by the Corporate Employee Relations Activity. Questions concerning the lists should be directed to MaryBeth Maciak, 248. 267.5635.

Samples of the subject lists are included herein as **Attachment E**

- Even though some candidates may indicate they intend to retire under the SRIP or separate under a CTP, whichever is applicable, they may change their minds at any

time prior to the scheduled effective date, unless: (1) they have executed the appropriate agreement form, (2) the 7 calendar day revocation period has expired, and (3) management has relied on the candidate's initial declared intention and has made decisions regarding operations, staffing, redeployment, job assignment, or employee placement.

- All approved SRIP candidates and those approved CTP candidates who are eligible for the Pension Protection feature of CTP **must** be advised of their eligibility for the respective program with sufficient lead time to separate if they choose to do so.
 - All approved SRIP and CTP candidates are to be provided at least 45 calendar days to decide and 7 calendar days to revoke the decision. Candidates may choose to use, or not to use, the entire 45 calendar day decision period. The 7-calendar day revocation period, however, may **not** be waived. **To allow for the 45-day consideration period plus the 7-day revocation period the last day an approved candidate may receive the information is December 8, 2000.**
- Candidates also **must** be given the corresponding "Agreement" forms. **An approved candidate accepting the SRIP or CTP should not sign the "Agreement" prior to January 1, 2001.**
- **All benefits under the SRIP and CTP are subject to the terms and conditions of each applicable benefit plan, or corporate policy including Delphi's right to increase or decrease certain benefits and to amend, modify, suspend, or terminate such benefit plan or policy. No special considerations or promises (i.e., no "special deals") are to be made to participants in the SRIP or CTP with respect to any future changes to any benefit plan (e.g., health care).**

SRIP Specific Provisions

- Candidates ages 58-61 on the approved list of candidates for the SRIP may retire with unreduced benefits under the Delphi Automotive Systems Retirement Program for Salaried Employees ("SRP") and who sign the appropriate "2001 Delphi Salaried Retirement Incentive Agreement form (**Exhibit 3**).
- Candidates ages 55-57 on the approved list of candidates for the SRIP may retire with actuarially determined SRP benefits as follows:

<u>Age</u>	<u>% Of Benefit</u>	<u>% of Benefit-Voluntary Ret.</u>
57	93.5	69.4
56	87.3	63.5
55	81.6	57.9

- All age applications will be determined as of February 1, 2001, except otherwise eligible employees who will attain age 55 by December 31, 2001 will be allowed to

participate in the SRIP. The 81.6% benefit applies to candidates who retire at age 54 but will attain age 55 by December 31, 2001.

- SRIP participants will be provided Basic Life, Optional Life, Dependent Life, and Personal Accident Insurance, plus Health Care coverages on the same basis and conditions as other retired salaried employees receiving SRP benefits which are unreduced for age. However, SRIP participants hired on or after January 1, 1993 will be offered health care coverages on an employee pay all basis and may convert Basic Life insurance to an individual policy of insurance in accordance with plan provisions.
- Participants may leave their savings in the Savings-Stock Purchase Program ("S-SPP") or take distributions per the S-SPP provisions.
- All participants, who established spending accounts in the 2001 Annual Benefit Enrollment Process in November 2000, may continue to submit claims for reimbursement for services incurred during 2001 through March 31, 2002. Further, such participants will be responsible to satisfy 2001 payment obligations to health care spending accounts (i.e., monies will be deducted from the last salary check to satisfy such obligations.)
- Participants will not be eligible for the Flex Compensation Payment (FCP) scheduled to be paid in March of 2001.
- Participants will not earn vacation for 2001. This means that participants are not eligible for time off or payment of vacation for the calendar year 2001.
- Any stock options retained by participants from prior years must be exercised in accordance with the acceptable plan terms within 5 years of the effective date of retirement for the SRIP or within 3 years of the commencement of a CTP leave. Any required "holding period" is included in these time limits. This includes the Founder's Grant.

CTP Specific Provisions

Leave of Absence/Salary Continuation: The CTP is designed to assist employees to transition to careers outside Delphi. For this purpose, CTP leaves will be made available to certain regular salaried employees who have one or more years length of service and who sign the appropriate "2001 Delphi Career Transition Program Agreement" form (**EXHIBIT 4**) agreeing to separate from employment upon expiration of their CTP leave. Salary continuation will be provided during these CTP leaves of absence.

Base salary and length of service at the commencement of the CTP leave of absence will be used in determining the length of the CTP leave:

<u>Years Length of Service</u>	<u>Months of CTP Leave</u>
1 less than 5	6
5 less than 10	10
10 less than 15	13
15 or more	15

Participants **will not accrue credited service under the SRP**, will not make contributions to the SRP or S-SPP, and will have no disability benefits coverage or eligibility to apply for a total and permanent disability retirement during the period of the CTP leave.

- **Benefit Continuation:**

Benefit coverage available to all participating employees during a CTP leave of absence will include:

- Corporation contributions for Basic Life Insurance coverage continues until expiration of the CTP leave. Optional Life, Dependent Life, and Personal Accident Insurance provisions continue to apply on the same basis as for active employees.(i.e. coverage continues while contributions are made).
- Participants who have elected Long Term Care Insurance may continue their coverage through payroll deductions during the CTP leave. When the CTP leave ends, John Hancock Financial Services will contact them to determine their preferred method of payment.
- Participants currently enrolled in the salaried benefit program will be permitted to continue participation during the CTP leave as modified for health care under the following terms:
 - ♦ Participants who **are not eligible to retire** at expiration of the CTP leave will have continued health care coverage available under either COBRA or

CTP continuation. The participant must choose one or the other prior to commencement of the CTP leave and contributions will be as noted below:

COBRA:

Employee-paid at 102% of "full cost." All coverages available; maximum duration generally 18 months; conversion of core coverage (other than prescription drug, hearing aid, dental, vision or Extended Care Coverage) is available at expiration of the COBRA continuation period.

CTP:

Dental coverage ceases at the end of the month the participants are last in active service and no conversion is available. Other coverages may be continued for the balance of the leave. For the first 6 months, participants on leave will make the same monthly contributions and other cost sharing payments as active employees (based on options elected and number of individuals covered). After 6 months, participants on leave pay 50% of the "full cost" of coverages that are continued as well as any applicable cost sharing that may be required based on the options elected. At the expiration of the CTP leave all coverages cease. Conversion policies for coverages other than prescription drug, hearing aid, vision and Extended Care Coverages are available from the carriers with whom participants were enrolled immediately preceding separation.

- ♦ Participants who are eligible to retire at the expiration of CTP leave will be eligible for health care coverage on the same basis as regular employees during the CTP leave period. When such participants retire, continuation provisions applicable to salaried retirees will apply based on the eligibility provisions for the Health Care Program on the date of retirement.
- **Pension Protection for Longer Service Employees:**
The Pension Protection provision is available to certain participants (those who have 20 or more years of credited service at the commencement of leaves of absence, but are not eligible to retire at the conclusion of CTP leaves) and provides the following:
 - The SRP has been amended to increase the final average salary by 3% for each full year (noncompounded) until the earlier of age 60, commencement of deferred retirement benefits, death, or date the participant elects a cash out.
 - Final average salary, for purposes of determining vested benefits, will not include salary received during the period of the CTP leave.
 - Deferred retirement benefits under the SRP are payable on an unreduced basis at age 60. Alternatively, the participant may elect to have such benefits

commence as early as age 55. In such case, however, the benefit would be reduced from age 65.

- **The 3% Pension Protection provision and the provision for unreduced benefits as early as age 60 does not apply to employees who are eligible to retire at the conclusion of the CTP leave.**

- **Loans from the S-SPP:**

The S-SPP has been amended to extend loan eligibility to all participants who have separated from Delphi under the CTP. Therefore, former employees who have separated as a result of CTP, will have access to their S-SPP assets via loans on the same basis as active salaried employees. Loans must be repaid by making monthly cash payments.

- Participants will not be eligible for the Flex Compensation Payment (FCP) scheduled to be paid in March of 2001.
- Participants will not be earn vacation for 2001. Consequently, participants are not eligible for vacation time off or payment of vacation for the calendar year 2001.
- Any stock options retained by participants from prior years must be exercised in accordance with the applicable plan terms within 5 years of the effective date of retirement for the SRIP or within 3 years of the commencement of a CTP leave. Any required "holding period" is included in these time limits. This includes the Founder's Grant.

Pre-Decision and Reemployment Services

The firm of Right Management Consultants has been retained to assist candidates in making decisions relative to participating in the CTP. These include pre-decision career life counseling as well as financial inventory and review services. In addition, reemployment counseling and services will be available to those candidates who elect to participate in the CTP.

While the above-described services are being offered principally to CTP candidates, pre-decision and/or reemployment services may be extended to SRIP candidates in those cases where these services will facilitate the candidate's decision to participate in the SRIP.

In order to enroll a CTP or SRIP candidate in the above-described services, the unit should call Right Management Consultants at 1-800-948-6288. All charges for these services will be re-billed to the employing unit in accordance with the following schedule:

- Pre-Decision

- Two hour individual/dual career/life consultants help to identify options for the candidate \$300/candidate
- Two hour individual financial consultation \$300/candidate

- Reemployment

- Level 6, 7 and 8 candidates are provided individual reemployment services for 6 months. Services include individual consultation and training in career strategies, resume preparation, interviewing skills, networking techniques and individual consulting with individual office space and office support services. \$6000/candidate
- For level 3 through 5 candidates, provide a 3-day group reemployment training program including career assessment, resume preparation, interviewing skills and networking techniques, plus up to 3 one-on-one meetings over a 90-day period after the workshop. \$2000/candidate

Operating Considerations

In recognition of the significant costs of these incentive separation programs, every effort must be made to limit any replacements to only those instances where it is absolutely necessary to meet the objectives of the business. **In no case can the number of replacements for all SRIP participants, or CTP participants exceed 10% of those separating (i.e., one replacement for every ten acceptances).** Further, replacement requests **must** be approved by the appropriate Delphi Strategy Board member or delegate.

The SRIP and CTP Programs cost a substantial amount of money and should be taken into consideration by management as it plans and makes decisions relative to candidates, especially when considering replacements. Serious consideration should be given to replacements as each replacement may adversely impact the plants and divisions structural cost reduction goals.

PRISM Coding, Reports, and Processing

PRISM will be utilized to implement SRIP and CTP transactions and to provide information for tax law non-discrimination testing and management reporting. The transaction codes will be coordinated with payroll and appropriate benefits systems.

- Input Timing and Codes for Testing and Reporting:

For the purpose of tax law non-discrimination testing and system input for both SRIP and CTP, candidate lists must be submitted as follows:

<u>Anticipated Retirement or Leave Commencement Date</u>	<u>"IS" (Incentive Separation) Input Deadline</u>
February 1, 2001	October 20, 2000

Candidacy information must be input on the Incentive Separation (IS) screen of the Special Situations Menu of PRISM. Such input **does not require** generation of a 215. The following steps are required:

1. Enter the candidate's **Social Security Number** .
2. Enter the **Effective Date (February 1, 2001)** - This is the **date of potential separation** on the IS screen.
3. Enter the appropriate **Incentive Separation Code** as follows:

- ♦ For SRIP candidates **DA01**
- ♦ For CTP candidates

1T01	For candidates who will be eligible to retire at the conclusion of the salary continuation period.
1Y01	For candidates not eligible to retire at the conclusion of the salary continuation period but who will have 20 or more years credited service at the commencement of their leaves of absence (i.e., those eligible for Pension Protection).
1Z01	For candidates not eligible to retire and who will not have 20 or more years of credited service at the commencement of their CTP leaves of absence.

Tax law non-discrimination testing only will be performed for CTP candidates who are not eligible to retire but who have 20 or more years credited service.

When the "IS" input deadline is reached, the file will be frozen and closed to changes. Immediately following this data entry deadline will begin tax law non-discrimination testing and preparation of the SRIP and CTP candidate lists from the data entered.

In addition, PRISM ad hoc reports can be developed locally for unit specific use. Examples would be a list of candidate names or an analysis of SRIP or CTP candidates. The PRISM field name for the "Incentive Code" field is INCENT_CD and for the "Incentive Date" field is INCENT_DT.

- PRISM Transaction Processing:

Delphi units will be notified of approved candidates after tax law non-discrimination testing is completed. Thereafter, once employees have agreed to participate in the SRIP or CTP, transactions should be handled as follows:

- SRIP Transactions:

Once a candidate has agreed to participate in the SRIP, entries must be made to the Unapproved Transaction (UT) screen. Retiring employees are to go from employment category "Regular Active" (RA) or "International Service Personnel U.S." (RH) to employment category "Separated" (SE) with a status action code of "6G" for employees who are 60-61 years of age and a status action code of "6J" for employees who are 55-59 years of age (includes employees who will become age 55 by December 31, 2001).

- CTP Transactions:

Once a candidate has agreed to participate in the CTP, entries must be made to the Unapproved Transaction (UT) screen for both the leave of absence and separation transactions. The two transactions may be entered on the UT screen at the same time. First, enter the CTP leave and then the separation transaction utilizing the appropriate codes from **Attachment B:**

- ♦ The "Comments" section of the 215 covering all CTP leaves transactions should include the notation:

"Career Transition Leave of Absence. Leave of Absence/Salary Continuation for _____ months ending _____. 200_ Vacation time off or payment of vacation will not be earned in 2001.

- ♦ For the corresponding separation transaction, the 215 should include one of the following:

"Normal/Voluntary Retirement" (as appropriate) - for employees who will retire following CTP. Vacation time off or payment of vacation will not be earned in 2001.

OR

"Special Separation Following Career Transition Leave of Absence. Employee eligible for Pension Protection coverage of 2001 Delphi Career Transition Program" - for employees who will not retire but who are eligible for the

Pension Protection feature of CTP. **Vacation time off or payment of vacation will not be earned in 2001.**

OR

"Special Separation following Career Transition Leave of Absence" - for employees who are not eligible to retire and are **not** eligible for the Pension Protection feature of CTP. **Vacation time off or payment of vacation will not be earned in 2001.**

SRIP Retirement Processing

Instructions for the processing of SRIP retirements in the Pension and Retirement System (PARS) are attached as **Attachment C**. The Pension Administration Center (PAC) will process SRIP retirements only for those participants who have been approved by the Corporation. Further, individual employees will not be able to request a SRIP retirement estimate. All estimates for SRIP retirements must be requested by the candidate's Human Resources activity. **Attachment D** includes the format Human Resources representatives are to use when asking for SRIP retirement estimates.

Voluntary and Normal retirements for those participants who will retire upon completion of their Special Leave of Absence-Career Transition will be processed in the usual manner in PARS.

Agreement Forms

- **"2001 Delphi Salaried Retirement Incentive Program Agreement" EXHIBIT 3 and "2001 Delphi Career Transition Program Agreement" EXHIBIT 4:** As stated above, as a condition of eligibility, each participant in these programs must sign the appropriate SRIP or CTP agreement prior to the effective date of retirement or CTP leave **but not before January 1, 2001**, agreeing to the terms and conditions of the respective offerings. Copies of the agreements should be reproduced locally. (Please remove the *EXHIBIT* designation and page numbers before copying.) **Because the agreements to be used for these incentive separation programs are different, agreements used for any other incentive separation programs are not to be used.** The agreements must be signed as is. Candidates may not make modifications to the agreements.
- **"Addendum To Change 2001 Delphi Salaried Retirement Incentive Program Agreement" EXHIBIT 5 and "Addendum To Change 2001 Delphi Career Transition Program Agreement" EXHIBIT 6:** In the event a candidate who has accepted an authorized offer to participate in the SRIP or CTP, subsequently becomes disabled, is disabled at the time retirement under the SRIP or the CTP leave is scheduled to begin, and still wishes to retire or go on leave as scheduled, the appropriate Addendum must be executed. In so doing, be certain the effective date for commencement of the retirement, or leave of absence, is the same on the Agreement form and the Addendum to it.

By signing either addendum, participants waive salary continuation payments associated with disability benefits in favor of payments and/or benefits under the SRIP or CTP.

These addenda do not apply to benefits under Workers' Compensation laws. Situations in which a participant eligible for the SRIP or CTP is being paid Workers' Compensation, or has a Workers' Compensation case in litigation, the situation should be discussed with the Unemployment and Workers' Compensation Activity, Sharon Smith 248.267.5747 for appropriate handling.

Additional information regarding the CTP addenda is contained in **Attachment A**.

Other Provisions

- **The benefit provisions described in the above SRIP and CTP are subject to the terms of each applicable benefit plan including Delphi's reservation of its right to increase or decrease certain benefits and to amend, modify suspend or to terminate any such plan. No special considerations or promises (i.e., no "special deals") are to be made to participants in the SRIP or CTP with respect to any future changes to any benefit plan (e.g., health care).**

- Delphi, as administrator of the SRIP and CTP, has discretionary authority to make factual findings, interpret and apply all SRIP and CTP provisions, and resolve all questions arising in the administration and application of the SRIP and CTP.
- While it is management's responsibility to identify candidates, participation in the SRIP and CTP must be voluntary and agreed to by participants in writing. However, employees will not be barred from consideration if, on their own initiative, they indicate an interest in either the SRIP or CTP. In such cases they must meet the eligibility criteria for the SRIP or CTP and management has the final decision to determine whether or not it is in the Corporation's best interest to offer participation. **Employees may not be added to the candidate list for either the SRIP or the CTP after completion of the tax law non-discrimination testing or after completion and distribution of the lists of job titles and ages of candidates and non-candidates for each program.**
- Utilization of the SRIP, and of the CTP must result in at least a nine-for-ten reduction in salaried staffing levels (i.e., one replacement for every ten acceptances) and any replacements must be approved by the appropriate Delphi Strategy Board member or delegate. Further, the reduction must occur no more than one level below that of the separating participant.
- **Participants exiting under the SRIP and CTP will not be eligible to be re-employed by Delphi, its subsidiaries, affiliated companies or any entity in which Delphi has an ownership interest. Nor is such person to be retained as a consultant, independent contractor, contract service person or as part of any bundled services obtained by Delphi. Adherence to this provision is key if Delphi is to achieve the structural cost reductions sought.**
- Any stock options retained by participants from prior years must be exercised in accordance with the applicable plan terms within 5 years of the effective date of retirement for the SRIP or within 3 years of the commencement of a CTP leave of absence. Any required "holding period" is included in these time limits. This includes the Founder's Grant.
- It is not intended that employees with established current "unsatisfactory performance" ratings be offered the SRIP or CTP. Their situations should be reviewed with the objective of improved performance or separation via the "final release" classification. Moreover, once candidates have accepted an offer to participate, they must maintain satisfactory performance levels until such time as they leave the work force.
- The SRIP and the CTP are governed by the provisions of the Employee Retirement Income Security Act of 1974 ("ERISA").

- The prescribed appeal procedure for denied participation in either the SRIP or the CTP is through the Delphi Open Door Policy. The employing Divisional Salaried Human Resources Director will make the final decision.

ATTACHMENT A
**Life And Disability Matters Connected With The
2001 Delphi Career Transition Program**

Guidelines in connection with Life and Disability Benefits Program matters, as they apply to the 2001 Delphi Career Transition Program ("CTP"), are the same as those found in the Barbara Mahone letter dated April 2, 1993, covering the 1993 General Motors CTP, which Delphi adopts as its policy.

Topics included in the CTP guidelines include:

1. Life insurance continuation;
2. Sickness and Accident Benefits continuation;
3. Disability beginning subsequent to approval of the CTP leave and prior to commencement of the leave period;
4. Disability beginning prior to offer of the CTP leave;
5. Disability commencing after the CTP leave has begun and during the S&A continuation period;
6. Disability commencing after the CTP leave has begun and after S&A continuance period has expired;
7. EDB coverage continuation;
8. Employees currently on disability leaves who are receiving EDB, and employees who likely will become eligible for EDB;
9. Executives placed on the CTP leave;
10. Executives eligible to retire at the end of the CTP leave; and
11. Executives ineligible to retire under the Salaried Retirement Program at the end of the CTP leave.

Salaried Personnel Administrators who contemplate offering the 2001 CTP to employees: (1) who are on disability leave prior to the offering of the CTP and (2) who become disabled after having accepted the CTP, are to adhere to the guidelines communicated in the Barbara Mahone letter, reference above.

In addition, attached as **EXHIBIT 6** is an "Addendum to Change 2001 Delphi Career Transition Program Agreement" which is to be reproduced locally (without the *EXHIBIT 6* indication) and must be signed by exiting disabled employees and appropriate representative of local management. A copy is to be given to the disabled employee and the original is to be retained with the employee's personnel records.

Questions concerning Life and Disabilities matters are to be directed to Michael Fligstein at 248.267.5527.

ATTACHMENT B
Summary Of Transactions/Key Provisions
For The Career Transition Programs (CTPs)

During Planning/ Nominating Period	<u>PRISM Employment Category</u>	<u>Employees Eligible to Retire</u>	<u>Employees Not Eligible to Retire But 20+ Years Credited Service</u>	<u>Employees Not Eligible to Retire & Less Than 20 Years Credited Service</u>
	RA, RH	IS Screen Code 1T01	IS Screen Code 1Y01	IS Screen Code 1Z01
During Salary Continuation/ Leave of Absence	<u>PRISM Status Action</u>	Career Trans lv. 7T (Retirement)	Career Trans lv. 7Y (Pen. Protection)	Career Trans lv. 7Z (Spec. Separ.)
	<u>PRISM Employment Category</u>	LV	LV	LV
	<u>Benefits</u>	Flex Options	COBRA/ Program	COBRA/ Program
	<u>Effective Date</u>	1st day of the month	1st day of the month	1st day of the month
	<u>PRISM Status Action</u>	Retire 6D (Vol) Retire 6K (Normal) Retire 6X (Quit)	Sep-Career Trans 5Y (Pen. Protection)	Sep-Career Trans 5Z (Spec. Separ.)
Following Salary Continuation/ Leave of Absence	<u>PRISM Employment Category</u>	SE	SE	SE
	<u>Benefits</u>	Retirement Coverage	None	None
	<u>Pension Protection</u>	No	Yes	No
	<u>S-SPP Loan Eligibility Following Separation</u>	Yes	Yes	Yes
	<u>Effective Date</u>	1st day of the month	Last day of Sal. Continuation	Last day of Sal. Continuation

Note: Special attention to proper application of CTP codes is important to insure employees receive the proper benefit treatment based on their eligibility and also for accurate reporting. Before making coding decisions, factors such as retirement eligibility, credited service and length of service should be carefully checked to insure proper treatment of participants.

ATTACHMENT C
**Pension Administration Guidelines
For Retirement Estimates and Processing
The 2001 Delphi Salaried Retirement Incentive Program**

Retirement Estimate Requests

In order to provide the best service, the Pension Administration Center ("PAC") is requesting that a candidate list be prepared. **Attachment D** should be used for this purpose. To avoid unnecessary work, please do not request estimates for employees who will not be made candidates or for whom you know there is no likelihood of acceptance.

Attachment D-1 should be submitted to PAC as soon as it is complete, but in no event later than the dates indicated below.

<u>Retirement Date</u>	<u>Attachment D Deadline</u>
February 1, 2001	October 20, 2000

Attachment D can be either (1) faxed to the PAC at (248) 262-2300, or (2) mailed via express service to Pension Administration Center, 26533 Evergreen Road, 3rd Floor, Southfield, MI 48076.

PAC will instruct any employee who calls and requests a SRIP estimate to contact their HR Department. **FURTHER, NO 2001 DELPHI SALARIED RETIREMENT INCENTIVE PROGRAM ESTIMATE REQUESTS WILL BE ACCEPTED OVER THE PHONE.**

All retirement estimate forms will be prepared and sent to the requesting HR Department as soon as possible after receipt of the written request.

All required paperwork for retirement must be completed and received by PAC by January 5, 2000 to receive a retirement check on February 1, 2001. If not received until after January 5, 2001, the first retirement check will be issued March 1, 2001 inclusive of the February 1, 2001 retirement benefits.

Retirement Processing

PAC will send a "Retirement Forms Package" to an employee after receipt of a signed copy of the "2001 Delphi SRIP Retirement Program Agreement" (**EXHIBIT 3**). Delphi locations can either fax or mail the signed Agreement to PAC. If the Delphi location chooses to fax the Agreement, the original must still be sent to PAC for retention in the employee's Master Retirement File. When an original Agreement form is sent to PAC

and has been preceded by a fax copy, please make the notation, "PREVIOUSLY FAXED," at the top of the original form. No payments will be authorized by the PAC without an original Agreement form. In addition, please make sure that all Agreements contain the employee's social security number.

Approval for Retirement Payment

To ensure all processing is complete, PAC will approve a SRIP for payment only after verifying that 1) the incentive separation code appears in PARS, 2) there is an original signed "2001 Delphi Salaried Retirement Incentive Program Agreement".

Questions Regarding SRIP Retirements

If you have any questions, please contact:

Angela Moss (Phone: 248.262.7438)
E-mail angela.moss@eds.com@delphiauto
Fax 248. 262.2300

ATTACHMENT D
Requests For Estimated Benefits
2001 Delphi Salaried Retirement Incentive Program

<u>Employee Name</u>	<u>Social Security Number</u>	<u>Retirement Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: Please place an asterisk () next to the name of any executive employee listed above.*

Requester Name: _____

Phone Number: _____

Delphi Unit: _____

Address: _____

ATTACHMENT E
Sample List
Certification/Age Summary of Candidates
2001 Delphi Salaried Retirement Incentive Program
or 2001 Delphi Career Transition Program Pension Protected

<u>Job Title Classification(s)</u>	<u>Ages of Candidates Selected</u>	<u>Number of Candidates Selected</u>
Assistant Transportation Manager	56	1
	58	1
	59	1
	60	1
Associate Administrator	55	2
	56	1
	57	1
	58	1
	60	2
	61	3

ATTACHMENT E
Sample List
Certification/Age Summary of Non Candidates
2001 Delphi Salaried Retirement Incentive Program
or 2001 Career Transition Program Pension Protected

<u>Job Title Classification(s)</u>	<u>Ages of Non Candidates</u>	<u>Number of (Not Eligible or Selected) Candidates</u>
Assistant Transportation Manager	27	1
	28	1
	33	1
	34	1
	38	1
	39	1
	41	1
	42	1
	43	1
	44	3
	45	1
	46	2
	48	1
	50	2
	51	1
	55	3
	57	1

ATTACHMENT E
Sample List
Certification/Age Summary of Non Candidates
2001 Delphi Salaried Retirement Incentive Program
or 2001 Career Transition Program Pension Protected

<u>Job Title Classification(s)</u>	<u>Ages of Non Candidates</u>	<u>Number of (Not Eligible or Selected) Candidates</u>
Associate Administrator	27	3
	30	12
	31	14
	32	17
	33	11
	34	16
	35	21
	36	20
	37	28
	38	42
	39	26
	40	30
	41	29
	42	31
	43	19
	44	32
	45	46
	46	48
	47	34
	48	34
	49	42
	50	41
	51	32
	52	15
	53	9
	54	10
	55	8
	56	11
	57	7
	58	12
	59	10
	60	9
	61	13
	62	5
	64	2

EXHIBIT 1
**2001 Delphi Salaried Retirement Incentive Program
Information for Candidates**

Delphi Automotive Systems Corporation ("Delphi") has approved an amendment to the Delphi Automotive Systems Retirement Program for Salaried Employees ("SRP") to offer selected eligible salaried employees in U.S. units and U.S. sourced Expatriates a Salaried Retirement Incentive Program ("SRIP") for February 1, 2001.

Eligibility Provisions

- ◆ Employees ages 55-61 whose skills, abilities and/or positions are deemed by management not to meet Delphi's needs in the future.
- ◆ Employees must have at least 10 years of credited service in the SRP by February 1, 2001.
- ◆ Employees must be at least age 55 by December 31, 2001 and less than age 62 at retirement.
- ◆ Employees must be on an approved list of candidates. See "Approval Requirements and Procedures" below.

Retirement Provisions

Under this SRIP, retirements will be effective February 1, 2001 only.

- ◆ Provide participants, ages 58-61 on the approved list, with unreduced SRP benefits.
- ◆ Provide participants, ages 55-57 on the approved list, with actuarially determined SRP benefits.
- ◆ Allow selected candidates who will attain age 55 by December 31, 2001, to participate. All other age applications will be as of the effective date of retirement. The 81.6% benefit applies to candidates who retire at any age 54, but will attain age 55 by December 31, 2001.

Other Benefit Provisions

In addition to retirement benefits, the SRIP will:

- ◆ Provide Basic Life, Optional Life, Dependent Life and Personal Accident Insurance, plus Health Care coverages on the same basis as other retired salaried employees receiving retirement benefits which are unreduced for age. However, SRIP participants hired on or after January 1, 1993 will be offered health care coverages

on an employee pay all basis and may convert Basic Life insurance to an individual policy of insurance in accordance with plan provisions.

- ◆ Allow participants, who previously established spending accounts in the 2001 Annual Benefit Enrollment Process to continue to submit claims for reimbursement for expenses or services incurred in 2001, through March 31, 2002. However, such participants will be responsible to satisfy payment obligations to health care spending accounts (i.e., monies will be deducted from the last salary check to satisfy such obligations).
- ◆ Allow participants to leave their savings in the Savings-Stock Purchase Program ("S-SPP") or take distributions per the S-SPP provisions.
- ◆ Participants will not receive the Flexible Compensation Payment (FCP) payable in March 2001.
- ◆ Participants will not earn vacation for 2001. This means that participants will not receive any vacation time off or payment for vacation for the calendar year 2001.
- ◆ Any stock options retained by participants from prior years must be exercised in accordance with plan terms within 5 years of the effective date of retirement for the SRIP or within 3 years of the commencement of a CTP leave of absence. Any required "holding period" is included in these time limits. This includes the Founders' Grant.

Approval Requirements and Procedures

Candidates for the SRIP must be actively employed and nominated by management. Participation is limited to candidates whose names are officially approved for inclusion on the candidate list by an expressly delegated authorized representative acting on behalf of Delphi. This authorized representative has the final decision as to whether or not it is in Delphi's best interest to place an employee's name on the candidate list for SRIP retirement. Once a candidate is approved, the following provisions apply:

- ◆ All approved candidates must be advised with sufficient lead-time to retire if they choose to do so. **All approved candidates must have the SRIP information no later than December 8, 2000.**
- ◆ Approved candidates must properly execute the "2001 Delphi Salaried Retirement Incentive Program Agreement. **Signed "Agreements" should not be returned to the local HR representative prior to January 1, 2001. "Signed Agreements" will not be accepted prior to January 1, 2001.**
- ◆ Approved candidates cannot be prevented from retiring if they so choose.

- ◆ Participation in the SRIP is voluntary. Approved candidates cannot be forced to retire.
- ◆ Even though candidates whose participation has been approved may indicate they intend, or do not intend, to separate under the SRIP, they may change their minds at any time prior to the scheduled effective date of retirement. However, if candidates have properly executed the "2001 Delphi Salaried Retirement Incentive Program Agreement", the election of the candidates to retire will not be changed if management has made decisions regarding operations, staffing, redeployment, job assignment or employee placement, and the 7 calendar day revocation period has expired.
- ◆ Employees ages 55 through 61 whose participation has not been approved (whose names are not on the approved list) will not be eligible to retire under the provisions of the SRIP.

General Conditions

- ◆ **Candidates who meet the eligibility provisions for both the SRIP and CTP may be given the option to participate in either one, but not both, of the offerings. A SRIP eligible candidate who elects to participate in a CTP must sign a form so indicating the CTP election(Exhibit 7)**
- ◆ Participation in this SRIP will be monitored to assure compliance with tax law non-discrimination requirements.
- ◆ Delphi, as Program Administrator, will interpret SRIP provisions and resolve all issues arising in the administration and application of the SRIP.
- ◆ **Participants in this SRIP will not be eligible to be re-employed by Delphi, its subsidiaries, affiliated companies or companies in which Delphi has an ownership interest. This restriction includes retention as a consultant, independent contractor, contract service person or as part of any bundled services obtained by Delphi.**
- ◆ Each participant in this SRIP will be required to sign the "2001 Delphi Salaried Retirement Incentive Program Agreement". Candidates will be offered a 45 calendar day period to consider participation in the SRIP. Candidates are encouraged to review the provisions and the terms of the Agreement with an attorney of their choosing. In addition, there will be a 7-calendar day revocation period once a candidate has agreed to participate in the SRIP.
- ◆ Candidates who accept an offer to retire under the provisions of this SRIP must maintain satisfactory performance for as long as they remain employed by Delphi.

- ◆ Employees with established, current “unsatisfactory performance” ratings are not eligible for this SRIP. Those situations will be reviewed with the objective of improved performance or separation via the “final release” classification.

Limit On Benefits

All benefits under the SRIP are subject to the terms and conditions of the appropriate benefit plan, including the right of Delphi to increase or decrease benefits and to amend, modify, suspend or terminate any such benefit plan. No one is authorized to offer a candidate special considerations or promises (i.e., no “special deals”) with respect to any future changes to any benefit plan (e.g., health care).

Appeal Procedure

In the event an employee is denied participation in the SRIP and the employee wants such a decision to be reconsidered, review may be sought under the Delphi Open Door Policy. The employing Division Salaried HR Director will make the final decision for Delphi.

ERISA

This SRIP is governed by provisions of the Employee Retirement Income Security Act of 1974 (“ERISA”), as amended and the Internal Revenue Code of 1986, as amended. The Plan Administrator is Delphi Automotive Systems Corporation. Other information describing your rights under ERISA is contained in the booklets describing your employee benefits.

EXHIBIT 2
2001 Delphi Career Transition Program Information For Candidates

Delphi Automotive Systems Corporation ("Delphi") has approved a Career Transition Program ("CTP") for offering to selected eligible salaried employees in U.S. units and U.S. sourced Expatriates for February 1, 2001.

Eligibility Provisions

- ◆ Employees whose skills, abilities, or positions are deemed by management not to meet Delphi's needs in the future.
- ◆ Employees must have at least one-year length of service prior to the commencement of CTP leaves of absence.
- ◆ Employees must be on an approved listing of candidates. See "Approval Requirements and Procedures" below.

CTP Provisions

A CTP leave of absence will be effective February 1, 2001.

- ◆ Participants who have agreed to separate from Delphi employment upon expiration of a CTP leave will be provided salary continuation payments during this period.
- ◆ Base salary and length of service at the commencement of the CTP leave will be used in determining the length of the CTP:

(Years) Length of <u>Service</u>	Months of <u>CTP leave</u>
1 less than 5	6
5 less than 10	10
10 less than 15	13
15 or more	15

- ◆ Certain participants (i.e., those with 20 or more years of credited service at the commencement of the CTP leaves and who are not eligible to retire at the conclusion of the CTP leave) will be eligible for a Pension Protection feature under which the final average salary for Delphi Automotive Systems Retirement Program for Salaried employees (SRP) deferred pension purposes will be increased as described later in this document.

- ◆ Candidates will be eligible for pre-decision career/life counseling to assist them in arriving at a participation decision.
- ◆ Candidates who elect to participate in the CTP will be eligible for post-decision career transition support, which includes career assessment and consultation, resume preparation, etc.

Approval Requirements and Procedures

Candidates for the CTP must be nominated by management and approved by an expressly delegated authorized representative acting on behalf of Delphi. This authorized representative has the final decision as to whether or not it is in Delphi's best interest to place an employee's name on the candidate list for the CTP. Provisions applicable to candidates eligible for the CTP are:

- ◆ Participation in the Pension Protection provision of the CTP is limited to those candidates who have 20 or more years credited service but are not eligible to retire at the expiration of the CTP leave. Such candidates must be on a separate, officially approved candidate list which has passed required tax law non-discrimination testing.
- ◆ All approved candidates must be advised with sufficient lead-time to accept the CTP if they choose to do so. **Approved candidates should have the CTP information no later than December 8, 2000.**
- ◆ Approved candidates must properly execute the "2001 Delphi Career Transition Program Agreement. **Signed "Agreements" should not be returned to the local HR representative prior to January 1, 2001. "Signed Agreements" will not be accepted prior to January 1, 2001.**
- ◆ Approved candidates cannot be prevented from separating if they so choose.
- ◆ Participation in the CTP is voluntary. Approved candidates cannot be forced to accept the CTP.
- ◆ Even though candidates whose participation has been approved may indicate they intend, or do not intend, to accept the CTP, they may change their minds at any time prior to the scheduled effective date of their leave. However, if candidates have properly executed the "2001 Delphi Career Transition Program Agreement", the election of the candidates to separate will not be changed if management has made decisions regarding operations, staffing, redeployment, job assignment or employee placement, and the 7 calendar day revocation period has expired.
- ◆ Employees whose participation has not been approved (whose names are not on the approval list) will not be eligible for benefits under the provisions of the CTP.

General Conditions

- ◆ **Candidates who meet the eligibility provisions for both a SRIP and a CTP may be given the option to participate in either one, but not both, of the offerings. No person may appear on the candidate list of both a SRIP and CTP being offered at the same time.**
- ◆ Participation in the Pension Protection provision of the CTP will be monitored to assure compliance with tax law non-discrimination requirements.
- ◆ Delphi, as Program Administrator, will make all factual findings, and interpret and apply program provisions, and resolve all issues arising in the administration and application of the CTP.

Participants separating under the CTP will not be eligible to be re-employed by Delphi, its subsidiaries, affiliated companies or companies in which Delphi has an ownership interest. This includes retention as a consultant, independent contractor, contract service person, or as part of any bundled services obtained by Delphi.

- ◆ Each participant in the CTP will be required to sign the "2001 Delphi Career Transition Program Agreement". Candidates will be offered a 45 calendar period of time to consider participation in the CTP. Candidates are encouraged to review the provisions and the terms of the Agreement with an attorney or advisor of their choosing. In addition, there will be a 7-calendar day revocation period once a candidate has agreed to participate in the CTP.
- ◆ Candidates who accept an offer to separate under the provisions of the CTP must maintain satisfactory performance for as long as they remain employed by Delphi.
- ◆ Employees with established current "unsatisfactory performance" ratings are not eligible for the CTP. Their situations will be reviewed with the objective of improved performance or separation via the "final release" classification.

Impact On Benefits

All benefits under the CTP are subject to the terms and conditions of the appropriate benefit plan including the right of Delphi to increase or decrease benefits and to amend, modify, suspend or terminate any such benefit plan. No one is authorized to offer a candidate any special considerations or promises (i.e., no "special deals") with respect to any future changes to any benefit plan (e.g., health care).

Benefit coverages available to participants during CTP leaves are as follows:

- ◆ Participants **will not accrue credited service** under the SRP, may not make contributions to the SRP or the Savings-Stock Purchase Program ("S-SPP"), will not

have Delphi disability benefits coverage, and are not eligible to apply for a total and permanent disability retirement during the period of the CTP leave.

- ◆ Corporation contributions for Basic Life Insurance coverage continue until expiration of the salary continuation period. Optional Life, Dependent Life, and Personal Accident Insurance provisions continue to apply on the same basis as for active employees during the CTP leave.
- ◆ Participants who have elected Long Term Care Insurance may continue their coverage through payroll deductions during the CTP leave. When the CTP ends, John Hancock Financial Services will contact them to determine their preferred method of payment.
- ◆ Participants currently participating in the salaried benefits program will be permitted to continue participation during CTP leaves as modified for health care under the following terms:
 - Participants who are not eligible to retire at expiration of CTP leave will have continued Health Care coverage available under either COBRA or CTP continuation. Participants must choose one or the other prior to commencement of the CTP leave and contributions will be as noted below:

COBRA: Employee-paid at 102% of “full cost.” All coverages available; maximum duration generally 18 months; conversion of core coverage (other than prescription drug, hearing aid, dental, vision or Extended Care Coverage) is available at expiration of the COBRA continuation period.

CTP: Dental coverage ceases at the end of the month participants are last in active service and no conversion is available. Other coverages may be continued for the balance of the leave. For the first 6 months, participants on leave will make the same monthly contributions and other cost sharing payments as active employees (based on options elected and number of individuals covered). After 6 months, participants on leave pay 50% of the “full cost” of coverages that are continued as well as any applicable cost sharing that may be required based on the options elected. Upon separation, all coverages cease. Conversion policies for coverages other than prescription drug, hearing aid, vision and Extended Care Coverage are available from the carriers with whom the participants were enrolled immediately preceding separation.

- Participants who are eligible to retire at the expiration of the CTP leave will be eligible for Health Care coverage on the same basis as regular active

employees during the CTP leave. When such participants retire, continuation provisions applicable to salaried retirees will apply for Health Care and Basic Life Insurance, based on age and service on the date of retirement.

Certain Benefits After Salary Continuation Period

The Pension Protection provision is available to participants who have 20 or more years of credited service under SRP at the commencement of the CTP leave, but who are not eligible to retire at the expiration of the CTP leave, and provides the following:

- ◆ The SRP has been amended to increase the final average salary by 3% for each full year (non-compounded) until the earlier of age 60, commencement of deferred retirement benefits, death, or date the participant elects a cashout.
- ◆ Final average salary for purposes of determining vested benefits will not include salary received during the period the CTP leave.
- ◆ Deferred retirement benefits under the SRP are payable on an unreduced basis at age 60. Alternatively, the participant may elect to have such benefits commence as early as age 55. In such case, however, the benefit would be on a reduced basis from age 65 in accordance with SRP.
- ◆ **The 3% Pension Protection provision and the provision for unreduced benefits as early as age 60 do not apply to employees who are eligible to retire at the expiration of leaves of absence.**
- ◆ The S-SPP has been amended to extend loan eligibility to all participants who have separated from Delphi under the CTP. Therefore, such former employees, who have separated as a result of the CTP, will have access to their S-SPP assets via loans on the same basis as active Delphi salaried employees. Loans must be repaid by making monthly cash payments.
- ◆ Participants who previously established 2001 spending accounts in the Annual Benefit Enrollment Process may continue to submit claims for reimbursement for services incurred in 2001 through March 31, 2002. Further, such participants will be responsible to satisfy payment obligations to health care spending accounts (i.e., monies will be deducted from the last salary check to satisfy such obligations).
- ◆ Participants will not receive the Flexible Compensation Payment (FCP) paid in March 2001.
- ◆ Participants will not earn any vacation for 2001. This means that participants will not receive time off or payment for vacation for the year 2001.

- ♦ Any stock options retained by participants from prior years must be exercised in accordance with plan terms within 5 years of the effective date of retirement for the SRIP or within 3 years of the commencement of a CTP leave of absence. Any Delphi SRIP & Career Transition Programs ended in these time limits. This includes the Information for CTP Candidates 10/13//00

Appeal Procedure

In the event an employee is denied participation in the CTP and the employee wants such a decision to be reconsidered, review may be sought under the Delphi Open Door Policy. The employing Division Salaried HR Director will make the final decision for Delphi.

ERISA

The employee pension and welfare benefit plans encompassed in the CTP are governed by provisions of the Employee Retirement Income Security Act of 1974 (ERISA) as amended and the Internal Revenue Code of 1986 as amended. The Plan Administrator is Delphi Automotive Systems Corporation. Other information describing your rights under ERISA is contained in the employee booklets describing benefits.

EXHIBIT 3
2001 Delphi Salaried Retirement Incentive Program Agreement

Management has discussed with me the options of continued employment with Delphi Automotive Systems ("Delphi") or separating from Delphi by accepting a retirement under the provisions of the 2001 Delphi Salaried Retirement Incentive Program ("SRIP") amendment to the Delphi Automotive Systems Retirement Program for Salaried Employees. I have evaluated the policy and benefit arrangements made available to me under the SRIP and have decided to accept them. **My retirement will be effective February 1, 2001.**

I understand that the SRIP benefit provisions are available only under the terms of the SRIP. I further understand that these provisions are not available to me unless my participation has been authorized by the SRIP as approved by Delphi. Further, I acknowledge that the benefits to which I am entitled are determined solely by the written provisions of the SRIP and other applicable benefit plans. Absent an express delegation of authority from the Delphi Board of Directors, no one has the authority to commit Delphi to any benefit or benefit provision not provided for under the written terms of the SRIP, or other applicable benefit plans, or to change the eligibility criteria, or any other provisions of such plans.

I am satisfied with the terms of this Agreement and the SRIP. I acknowledge that I am voluntarily accepting these terms. This acceptance is not under duress. I acknowledge that I am not being coerced into signing this Agreement. I understand that execution of this Agreement is a condition of eligibility for the SRIP.

I acknowledge that I am able to work and suffer from no disability that would preclude me from doing my regularly assigned job. As such, I acknowledge that I am not entitled to disability pay or benefits.

I acknowledge that no representations, promises, or agreements relating to my employment and participation in the SRIP have been made by Delphi which are contrary to this Agreement. I further acknowledge that the terms of the SRIP, including this Agreement and my acceptance, constitute the entire and only agreement between Delphi and me.

I agree that Delphi reserves the right to increase or to decrease certain benefits and to amend, modify, suspend, or terminate each of its benefit plans. Neither this Agreement nor the provisions of the SRIP limit or in any way modify this right. I understand that, as a matter of prudent business planning, Delphi is continually reviewing and evaluating various proposals for changes in compensation and benefits, as well as proposals for special separation incentive programs like the current SRIP. Some of these proposals, if finally approved and implemented, might be more advantageous or less advantageous than the current SRIP. I do not expect or assume that any such new or

modified programs, compensation, or benefits will be extended on a retroactive basis to me following my separation from Delphi under the current SRIP. Because of the need for confidentiality, such decisions are not discussed or evaluated below the highest level of management. Any managers below such levels do not know whether Delphi will, or will not, adopt any future proposals and are not in a position to advise any employee whether or not to participate in this SRIP or to speculate about future proposals. Unless and until such proposals are formally announced by Delphi, no one is authorized by Delphi to give assurance that such proposals will, or will not, occur.

I further acknowledge that Delphi has made decisions regarding operations, staffing, redeployment, job assignment, and/or employee placement in reliance upon my decision to separate. Once this Agreement is effective, I will not be allowed to rescind my decision regarding the SRIP and Delphi may terminate my employment on effective February 1, 2001. I further acknowledge that I will not be eligible at any time in the future for reemployment by Delphi or any of its subsidiaries, or affiliated companies, or companies in which GM or Delphi has an ownership interest. This includes my retention as a consultant, independent contractor, contract service person, or as part of any bundled services obtained by Delphi.

In consideration for the favorable treatment accorded me under the SRIP, I, on my own behalf and on behalf of my heirs, agents, representatives, successors, or assigns, release and discharge Delphi and General Motors Corporation, their officers, directors, and employees from all claims, demands, and causes of action, known or unknown, which I may have based on my employment or my separation from Delphi. This release specifically includes, without limitation, a release of any rights or claims I may have under the Employee Retirement Income Security Act of 1974 (ERISA); as amended; the Age Discrimination in Employment Act (ADEA), which prohibits age discrimination in employment; Title VII of the Civil Rights Act of 1964, which prohibits discrimination in employment based on race, color, national origin, religion, or sex; the Americans with Disabilities Act, which prohibits discrimination in employment based on disability; the Equal Pay Act; state fair employment practices or civil rights laws, and any other federal, state, or local laws, or regulations, or any common law actions relating to employment, or employment discrimination, including those which preclude any discrimination based on age. This includes, without limitation, any claims for breach of employment contract, either expressed or implied, defamation, slander, libel, tort, and wrongful discharge. This Agreement does not waive any claims that arise after the date I separate from Delphi under this Agreement.

I further agree not to divulge to or discuss with any unauthorized person any proprietary information I acquired during my employment with Delphi. I will not institute any proceedings against Delphi or GM or their officers, directors, agents, employees, or stockholders, based on any matter relating to my employment or my separation from Delphi. If I violate this release by instituting proceedings against Delphi, GM, or their officers, directors, agents, employees, or stockholders, I agree that I will pay all the costs and expenses of defending against the proceedings incurred by Delphi, its officers, directors, agents, employees, or stockholders, including reasonable attorney's fees.

I acknowledge that I have been offered a 45 calendar day period to review and consider this Agreement before signing it. If I execute this Agreement, I will have a period of 7 calendar days to revoke, in writing, my acceptance and this Agreement will not be effective until the expiration of this 7 calendar day period. For this revocation to be effective, written notice must be received by the representative of Delphi whose name appears below no later than the close of business on the 7th calendar day after I sign this Agreement. If I revoke this Agreement, it shall not be effective or enforceable, and I will not receive the benefits and consideration described herein.

I understand that I will not earn any vacation time off or vacation payment for the calendar year 2001. Nor will I receive the Flexible Compensation Payment (FCP) payable in March 2001.

I have also been advised to consult with an attorney before signing this Agreement, but understand whether or not I do so is my own decision.

I acknowledge that Delphi has provided to me in writing a listing of any class, unit, or group of individuals covered by the SRIP, eligibility factors for the SRIP, time limits applicable to the SRIP, job titles and ages of all individuals selected for the SRIP, and the ages of all individuals in the same job classification or organizational unit who are not eligible or selected for the SRIP.

I have carefully read this Agreement and understand it. I have not relied on any representations, promises, or agreements of any kind made to me in connection with my decision to accept the SRIP except for those set forth in this Agreement.

Employee Name: _____

Social Security Number: _____

Employee Signature

Date

Delphi Representative Signature

Date

EXHIBIT 4
2001 Delphi Career Transition Program Agreement

Management has discussed with me the options of continued employment with Delphi Automotive Systems ("Delphi") or accepting a special leave of absence and salary continuation to be immediately followed by separation from Delphi under the provisions of the 2001 Delphi Career Transition Program ("CTP"). I have evaluated the policy and benefit arrangements made available to me under the CTP and have decided to accept them. I understand the purpose of the CTP is to assist participating employees transition to careers outside of Delphi. My CTP leave will be effective February 1, 2001 and I will separate employment from Delphi on _____, 20__ at the expiration of my period of salary continuation.

I understand that the CTP leave of absence, salary continuation, and benefit provisions are available only under the terms of the CTP. I further understand that these provisions are not available to me unless my participation has been authorized by execution of this Agreement on behalf of Delphi by the authorized manager for my employing unit. Further, I acknowledge that the policy, compensation and benefit arrangements to which I am entitled are determined solely by the written provisions of the CTP and other applicable benefit plans. Absent an express delegation of authority from the Delphi Board of Directors, no one has the authority to commit Delphi to any benefit or benefit provision not provided for under the written terms of the CTP, or other applicable benefit plans, or to change the eligibility criteria, or any other provisions of such plan.

I understand that I will not earn any vacation time off or payment for vacation for the calendar year 2001. Nor will I receive the Flexible Compensation Payment (FCP) payable in March 2001.

I am satisfied with the terms of this Agreement and the CTP and acknowledge I am voluntarily accepting these terms. This acceptance is not under duress. I acknowledge that I am not being coerced into signing this Agreement. I understand that execution of this Agreement is a condition of eligibility for the CTP.

I acknowledge that I am able to work and suffer from no disability that would preclude me from doing my regularly assigned job. As such, I acknowledge I am not entitled to disability pay or benefits. Further, I acknowledge if I apply for and receive any government provided unemployment benefit during the period I am on CTP leave, the amount of salary continuation I otherwise would receive from Delphi will be reduced by the amount of unemployment benefits I receive, to the extent such reduction is allowed by applicable law.

I acknowledge that no representations, promises, or agreements relating to my employment and participation in the CTP have been made by Delphi, which are contrary to this Agreement. I further acknowledge that the terms of the CTP, including

this Agreement and my acceptance, constitute the entire and only agreement between Delphi and me.

I agree that Delphi reserves the right to increase or to decrease certain benefits and to amend, modify, suspend, or terminate each of its benefit plans. Neither this Agreement nor the provisions of the CTP limit or in any way modify this right. I understand that, as a matter of prudent business planning, Delphi is continually reviewing and evaluating various proposals for changes in compensation and benefits, as well as proposals for special separation incentive programs like the current CTP. Some of these proposals, if finally approved and implemented, might be more advantageous or less advantageous than the current CTP. I do not expect or assume that any such new or modified programs, compensation, or benefit provisions will be extended on a retroactive basis to anyone who separates from Delphi under the current CTP. Because of the need for confidentiality, such decisions are not discussed or evaluated below the highest level of management. Any managers below such levels do not know whether Delphi will, or will not, adopt any future proposals and are not in a position to advise any employee whether or not to participate in this CTP or to speculate about future proposals. Unless and until such proposals are formally announced by Delphi, no one is authorized by Delphi to give assurance that such proposals will, or will not, occur.

I further acknowledge that Delphi has made decisions regarding operations, staffing, redeployment, job assignment, and/or employee placement in reliance upon my decision to separate. Once this Agreement is effective, I will not be allowed to rescind my decision regarding the CTP and Delphi may terminate my employment effective February 1 2001. I further acknowledge that I will not be eligible at any time in the future for reemployment by Delphi, or any of its subsidiaries, or affiliated companies, or companies in which Delphi has an ownership interest. This includes my retention as a consultant, independent contractor, contract service person, or as part of any bundled services obtained by Delphi.

In consideration for favorable treatment accorded me under the CTP, I, on my behalf and on behalf of my heirs, agents, representatives, successors, or assigns, release and forever discharge Delphi and General Motors Corporation, their officers, directors, and employees, from all claims, demands, and causes of action, known or unknown which I may have based on my employment or my separation from Delphi. This release specifically includes, without limitation, a release of any rights or claims I may have under the Employee Retirement Income Security Act of 1974 (ERISA) as amended; the Age Discrimination in Employment Act (ADEA), which prohibits discrimination in employment based on age; Title VII of the Civil Rights Act of 1964, which prohibits discrimination in employment based on race, color, national origin, religion, or sex; the Americans with Disabilities Act, which prohibits discrimination in employment based on disability; the Equal Pay Act; state fair employment practices or civil rights laws, and any other federal, state, or local laws, or regulations, or any common law actions relating to employment, or employment discrimination, including those which preclude any form of discrimination based on age. This includes, without limitation, any claims for breach of employment contract, either express or implied, defamation, slander, libel,

and wrongful discharge. This Agreement does not waive any claims that arise after the date I separate from Delphi under this Agreement.

I further agree not to divulge to or discuss with any unauthorized person any proprietary information I acquired during my employment with Delphi. I will not institute any proceedings against Delphi, GM or their officers, directors, agents, employees, or stockholders, based on any matter relating to my employment or my separation from Delphi. If I violate this Agreement by initiating proceedings against Delphi or their officers, directors, agents, employees, or stockholders, I agree that I will pay all the costs and expenses of defending against the proceedings incurred by Delphi, GM or their officers, directors, agents, employees, or stockholders, including reasonable attorney's fees.

I acknowledge that I have been offered a 45-calendar day period of time to review and consider this Agreement before signing it. If I execute this Agreement, I will have a period of 7 calendar days to revoke, in writing, my acceptance and this Agreement will not be effective until expiration of this 7-calendar day period. For this revocation to be effective, written notice must be received by the representative of Delphi whose name appears below no later than the close of business on the 7th calendar day after I sign this Agreement. If I revoke this Agreement, it shall not be effective or enforceable, and I will not receive the benefits and considerations described therein.

I have also been advised to consult with an attorney, but understand whether or not I do so is my own decision.

I acknowledge that Delphi has provided to me in writing a listing of any class, unit, or group of individuals covered by the CTP, the time limits applicable to the CTP, the job titles and ages of all individuals selected for the CTP, and the ages of all individuals in the same job classification or organizational unit who are not eligible or selected for the CTP.

I have carefully read this Agreement and understand it. I have not relied on any representations, promises, or agreements of any kind made to me in connection with my decision to accept the CTP except for those set forth in this Agreement. I also agree that no offer has been extended to me unless this Agreement is executed below by the authorized manager for my Delphi employing unit.

Employee Name: _____

Social Security Number: _____

Employee Signature

Date

Delphi Representative Signature

Date

EXHIBIT 5
Addendum To Change
2001 Delphi Salaried Retirement Incentive Program Agreement

I, _____, represent that my present state of disability precludes me from regular active employment and permits me to receive Sickness and Accident Benefits ("S&A") or Extended Disability Benefits ("EDB") under the Delphi Life and Disability Benefits Program for Salaried Employees. Nevertheless, I choose to separate from Delphi by accepting a retirement under the provisions of the 2001 Delphi Salaried Retirement Incentive Program ("SRIP"). I agree that my retirement will commence on **February 1, 2001**. I understand that execution of this Addendum is a condition of eligibility for my participation in the SRIP. I further agree to waive my coverage under Delphi S&A and EDB programs and waive any and all rights I have to receive S&A and EDB which otherwise may be payable by Delphi, the Metropolitan Life Insurance Company, or any other insurance company or administrator on and after the commencement date of my retirement under the SRIP. I understand that by doing so I am waiving any and all rights to receive S&A and/or EDB which I am receiving or may be eligible to receive under the terms of the Delphi Life and Disability Benefits Program for Salaried Employees. I further understand and agree that I will not be eligible for total and permanent disability benefits under the Life and Disability Benefits Program or under the Delphi Retirement Program for Salaried Employees under any circumstances.

I also understand and agree that all the provisions of the 2001 Delphi Salaried Retirement Incentive Program Agreement which I have also signed (with the exception of the provision stating I "suffer from no disability that would preclude me from doing my regularly assigned job") apply to me.

Employee Name: _____

Social Security Number: _____

Employee Signature

Date

Delphi Representative Signature

Date

EXHIBIT 6
Addendum to Change 2001 Delphi Career Transition Program Agreement

I, _____, represent that my present state of disability precludes me from regular active employment and permits me to receive Sickness and Accident Benefits ("S&A") or Extended Disability Benefits ("EDB") under the Delphi Life and Disability Benefits Program for Salaried Employees. Nevertheless, I choose to accept a special leave of absence and salary continuation to be immediately followed by separation from Delphi under the provisions of the 2001 Delphi Career Transition Program ("CTP"). I agree that my special leave of absence will commence on _____ and expire on _____. In consideration for payments received as a result of my voluntary participation in the CTP, I further agree to waive my coverage under the Delphi S&A and EDB programs and waive any and all rights I have to receive S&A and EDB which otherwise may be payable by Delphi, the Metropolitan Life Insurance Company, or any other insurance company or administrator on and after the commencement date of my special leave under the CTP. I understand that by doing so I am waiving any and all rights to receive S&A and/or EDB which I am receiving or may be eligible to receive under the terms of the Delphi Life and Disability Benefits Program for Salaried Employees. I further understand and agree that I will not be eligible for total and permanent disability benefits under the Life and Disability Benefits Program or under Delphi Retirement Program for Salaried Employees under any circumstances.

I also understand and agree that all the provisions of the 2001 Delphi Career Transition Program Agreement which I have also signed (with the exception of the provision stating I "suffer from no disability that would preclude me from doing my regularly assigned job") apply to me.

Employee Name: _____

Social Security Number: _____

Employee Signature

Date

Delphi Representative Signature

Date

EXHIBIT 7
**2001 Delphi Salaried Retirement Incentive Program
and
Delphi Career Transition Program**

Management has discussed with me the options of (1) continued employment with Delphi Automotive Systems Corporation ("Delphi") and (2) separating from Delphi by accepting a retirement under the provisions of the 2001 Delphi Salaried Retirement Incentive Program ("SRIP") and (3) accepting a special leave of absence and salary continuation to be immediately followed by separation from Delphi under the provisions of the 2001 Delphi Career Transition Program ("CTP"). I have evaluated the policy and benefit arrangements made available to me under the SRIP and the CTP and have decided to (1) decline continued employment and (2) decline participation in the SRIP and (3) to accept participation in the CTP.

I also have properly executed the required 2001 Delphi Career Transition Program Agreement, and other forms which may be required to claim benefits under the CTP and other Delphi benefit plans.

Employee Name: _____

Social Security Number: _____

Employee Signature

Date

Delphi Representative Signature

Date